

WHITE & CASE

LIMITED LIABILITY PARTNERSHIP

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July 13, 1998

Via Facsimile

GENERAL COUNCIL
OF COPYRIGHT

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The Honorable Lewis Hall Griffith
The Honorable Jeffrey S. Gulin
The Honorable Edward Dreyfus
c/o Gina Giuffreda
Copyright Arbitration Royalty Panel
Library of Congress
Room LM-403, James Madison Memorial Building
101 Independence Avenue, S.E.
Washington, D.C. 20540

Re: Noncommercial Educational Broadcasting
Compulsory License, Docket No. 96-6
CARP NCBRA

Dear Judges Griffith, Gulin and Dreyfus:

We write to call your attention to an unfair statement which appears in Mr. Weiss' letter to the Panel dated July 8, 1998. Therein, he states that Public Broadcasters filed separate submissions for terms of license agreements between Public Broadcasters and ASCAP and BMI, respectively, "because of ASCAP's refusal to agree to a three-party submission."

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In the final analysis, it is Public Broadcasters which have failed to articulate any valid reason for promulgation of joint regulations for ASCAP and BMI, stating only their personal view that separate regulations are "unnecessary."

For the foregoing reasons, ASCAP urges the Panel to promulgate separate regulations for license terms for Public Broadcasters' use of music in the ASCAP repertory.

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Respectfully submitted,



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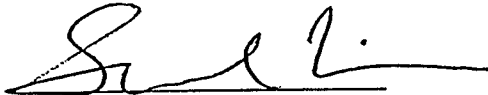
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